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Exhibit 1-D

Electric Asset Excellence Program



Contract Work Authorization (CWA)

This Contract Work Authorization ("CWA") No. 4172020 is issued under and pursuant to the Blanket Agreement or Master Service Agreement No. 4400011341 dated 1/17/2018 (the "MSA") between the below-named Contractor ("Contractor"), a Delaware Limited Liability Partnership, and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this CWA pursuant to and in accordance with the terms and conditions of the MSA.

Contractor's Legal Name: PricewaterhouseCoopers LLP

Total Number of Pages: 11

Contractor's Address: 300 Madison Avenue
New York, NY 10017

Project Name: Electric Asset Excellence Program Support

Job Location: 77 Beale St.

WORK: Contractor shall, at its own risk and expense, perform the Work described in this Contract Work Authorization and furnish all labor, equipment, and materials necessary to complete the Work as summarized below and as more fully described in Attachment 1, Scope of Work.

PG&E is seeking external support that is familiar with PG&E's Asset Management team and associated asset family owners and Clause Owners in helping the company prepare for the ISO/PAS certification process.

1. Your work under this Agreement is subject to the applicable procedures and/or processes approved by the Bankruptcy Court in PG&E's bankruptcy proceeding (Bankruptcy Case No. 19-30088 (DM)) in the United States Bankruptcy Court, Northern District of California, San Francisco Division for the retention of counsel [outside professionals] and those procedures and processes are expressly incorporated herein, as they may be changed from time to time by the Bankruptcy Court.

ATTACHMENTS: Each of the following documents are attached to this CWA and are incorporated herein by this reference:

Exhibit 1: Statement of Work, pages 1-8

CWA TERM: This CWA is effective upon signature by both parties and expires on 12/31/2020. Time is of the essence.

CWA COMPLETION: Contractor shall commence performance hereof when directed to do so by PG&E and Work shall be completed by the completion date of 12/31/2020.

CONSIDERATION: As full consideration for satisfactory performance of the Work under this CWA by Contractor, PG&E's total obligation to Contractor shall not exceed the following amount. This amount is inclusive of all taxes incurred in the performance of the Work. Any change to this amount shall only be authorized in writing by a PG&E CWA Change Order, fully executed by both PG&E and Contractor.

TOTAL: Not to exceed \$1,980,000

THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CONTRACT WORK AUTHORIZATION.

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: PRICEWATERHOUSE COOPERS	
Signature		Signature	
Name	Dave Gabbard	Name	Mike Chapman
Title	Sr. Director, Electric Asset Excellence	Title	Partner
Date	4/22/2020	Date	April 17, 2020



ADMINISTRATION			
PG&E Negotiator	Andy Kamimura	Contractor Represent	
Phone	925.415.2516	Phone	
Email		Email	
Accounting Reference	Order number for invoice submission – split between 2051485 (Distribution) and 2051505 (Transmission)		
PG&E Work Supervisor:			
INVOICE INSTRUCTIONS: Contractor shall send invoices for each payment when due, showing the CWA number, to: PACIFIC GAS AND ELECTRIC COMPANY	Send ORIGINAL Invoice to:	Invoices should be sent to PG&E Law Department Finance Group, P. O. Box 7133, San Francisco, CA 94120 or emailed to GenlCnslLawPaymentProcessingGroup@pge.com.	
	Invoices should be uploaded to Collaborati		

INTERNAL PG&E USE ONLY			
Distribution Date			
Distribution of Copies:	<input type="checkbox"/> Document Services (Signed Original Copy) Mail Code N5D 245 MARKET ST., SAN FRANCISCO	<input type="checkbox"/> Contractor (Signed Original Copy)	
	<input type="checkbox"/> Work Supervisor	<input type="checkbox"/> Manager	
	<input type="checkbox"/> Invoice Approver	<input type="checkbox"/> Supervisor	
	<input type="checkbox"/> V.P.	<input type="checkbox"/> Sourcing/ Purchasing	
	<input type="checkbox"/> Director	<input type="checkbox"/> Law	



Exhibit 1:
STATEMENT OF WORK
Pursuant to
MASTER SERVICES AGREEMENT

This Statement of Work (SOW) outlines the engagement between Pacific Gas and Electric Company ("PG&E" or "Client") and PricewaterhouseCoopers LLP ("PwC" or "Consultant") to perform the services described below. The term "Client" in the Agreement shall include the entity signing this Statement of Work. Any terms used in this SOW and not otherwise defined will have the same meaning as in the Agreement. If there is a conflict between the Agreement and the SOW, this SOW shall prevail.

I. PURPOSE AND SCOPE

Our Understanding:

This SOW covers services as outlined in Section 2.1. This SOW confirms the understanding of the objectives, deliverables, timing, staffing, and fees for this project.

PG&E Electric Operations is undergoing an assessment to become both PAS 55 and ISO 55001 certified. The renewed focus on Asset Management and considering ISO/PAS certification has been highlighted by PG&E as a top priority in Electric Operations for 2020.

PG&E is seeking external support that is familiar with PG&E's Asset Management team and associated asset family owners and Clause Owners in helping the company prepare for the ISO/PAS certification process. PG&E is looking for programmatic support in re-establishing the Electric Asset Excellence team and associated stakeholders, assessing the readiness, and setting the roadmap for certification.

II. PARTIES' RESPONSIBILITIES

2.0 PG&E Responsibilities

PG&E will maintain ownership and accountability of all deliverables related to the design, documentation, and execution of the program. These include but are not limited to:

- Asset Management Plans (AMPs) and associated analyses by asset family
- Clause Owner chapters and documentation
- Asset strategy and frameworks for risk, costs, resources
- Documentation of processes and procedures
- Action plans and remediation for all identified non-conformances (identified by both external or internal stakeholders)
- Prioritization of action plans and assignment of resources
- Training curriculum related to asset management plans
- Change and communications implementation
- Engagement with external third parties

For clarity, the scope of this SOW does not include any work associated with determining or recommending appropriate asset management practices.

**2.1 Services to be provided by PwC:**

You are engaging us to provide the following services (the “Services”):

Asset Family Owner and Clause Owner Support	
Asset Mgmt. Plan (AMP) Refresh and Support	<ul style="list-style-type: none">• Assist in documenting final PG&E AMP management reviews and consolidate updates• Facilitate workshops with Asset Family Owners and impacted downstream stakeholders on changes to AMP• Summarize changes made to AMPs from previous version / previous year (e.g., objectives, targets)
Clause Owner Support	<ul style="list-style-type: none">• Re-establish cadence (e.g., bi-weekly, monthly) Clause Owner meetings• Create updated Clause Owner report status / dashboards• Redesign governance forum to facilitate for read-outs / milestone completion status• Document Clause Owner report status for RCC (Risk and Compliance Committee) and/or other governance forums• Support PG&E communications with Clause Owners, Electric Asset Excellence team, Electric Ops, and broader PG&E stakeholders
Gap Closure Support	
Gap Closure Baseline and Process	<ul style="list-style-type: none">• Consolidate previously identified non-conformances from prior assessments and reports (e.g., Lloyds Register assessments, Independent Safety Oversight Committee)• Develop action item tracker and assist PG&E in mapping to relevant sources• Identify PG&E action item owners• Assist PG&E in consolidating action plans, milestones, and resources identified• Assist PG&E in designing a process for collecting, tracking, and addressing action items• Align action items with PG&E Corrective Action Plan (CAP) processes and tools• Facilitate gap closure baseline review sessions with Electric Operations leadership
Gap Closure Tracking	<ul style="list-style-type: none">• Develop reporting tools / dashboards to visualize and track action item plans



and Program Mgmt.	<ul style="list-style-type: none">Facilitate action item reviews across PG&E owners to: (1) track milestone completion and (2) capture PG&E identified risks/challenges to completionFacilitate discussions allowing PG&E to: resolve roadblocks; address resource constraints, and refine its workplan developmentAssist Electric Asset Excellence team and relevant action item / Clause Owner leads in preparing for gap closure review sessions with stakeholders (e.g., Lloyd's Register, Independent Safety Oversight Committee, PG&E Internal Audit, PG&E Enterprise PMO teams)Document and summarize outcomes and PG&E decisions from meetings with stakeholders
Certification Assessment Support	
Readiness Assessment	<ul style="list-style-type: none">Assist Electric Asset Excellence team in preparing documentation and summarizing non-conformance gap closureConduct working sessions with Clause Owners and/or Asset Family Owners and/or PG&E subject matter experts for Go/No-Go readiness assessmentSupport Go/No-Go reviews and document PG&E determined action plansDevelop executive summary to document PG&E's Go/No-Go decision
Stage 1 (Office) and Stage 2 (Field) Assessments	<ul style="list-style-type: none">Assist PG&E in monitoring and driving action plan closure for identified non-conformances ahead of Stage 1 and 2 AssessmentsAssist Electric Asset Excellence team in preparing PG&E documentation ahead of Stage 1 and 2 AssessmentsConduct final working sessions with relevant PG&E leads prior to Stage 1 and 2 AssessmentsDocument process and/or stakeholder impacts based on PG&E's assessmentDevelop executive summary to document PG&E Stage 1 and 2 Assessments
Leadership Engagement and Change Management	
Leadership Engagement and Change Management	<ul style="list-style-type: none">Assist PG&E in developing EO Leadership engagement materials for change management and communicationsConduct stakeholder impact assessment for change management plan based on updated 2020 inputsAssist PG&E in identifying change management KPIs and performance metrics related to Electric Asset ExcellenceCreate change and communications campaign in coordination with PG&E Electric Asset Excellence and change teamsAssist in developing training guides and reference materials based upon PG&E determined processes and procedures



	<ul style="list-style-type: none"> Assist in facilitating change sessions (both Office and Field) to potentially include change management sessions in the field with local Electric Operations leadership
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2.2 Deliverables:

We will provide Deliverables in accordance with the scope of work identified in section 2.1.

The Deliverables assume support at the proposed team structure and will be evaluated on an ongoing basis to determine if additional support is needed. Any changes to the Deliverables or scope of support will be mutually agreed upon by the PG&E and PwC teams. This SOW will include the following Deliverables:

Asset Family Owner and Clause Owner Support		Deliverable Date
Asset Mgmt. Plan (AMP) Refresh and Support	<ul style="list-style-type: none"> AMP change workshop materials AMP year-over-year summary 	<ul style="list-style-type: none"> 05/01/2020* 05/01/2020* <i>*Based on PG&E mgmt. AMP approval</i>
Clause Owner Support	<ul style="list-style-type: none"> Clause Owner reports and/or dashboards Materials for Clause Owner meetings Clause Owner meeting / governance design Materials for RCC (Risk and Compliance Committee) and/or other governance forums 	<ul style="list-style-type: none"> Monthly Monthly 04/17/2020 Monthly
Gap Closure Support		
Gap Closure Baseline and Process	<ul style="list-style-type: none"> Gap closure action item tracker with consolidated non-conformance list Inventory of action plans and milestones Summary of action item process including alignment with PG&E Corrective Action Program (CAP) Materials for gap closure baseline summary 	<ul style="list-style-type: none"> 04/17/2020 05/01/2020 05/01/2020 05/01/2020
Gap Closure Tracking and Program Mgmt.	<ul style="list-style-type: none"> Gap closure reporting dashboard Materials for action item reviews Materials for Independent Safety Oversight Committee prep sessions and reviews Summarized outcomes of PG&E decisions from meetings with stakeholders 	<ul style="list-style-type: none"> Monthly Per meeting* Per meeting* Per meeting* <i>*Based on meeting cadence (TBD)</i>
Certification Assessment Support		
Readiness Assessment	<ul style="list-style-type: none"> Materials for Electric Asset Excellence team in summarizing non-conformance gap closure for readiness assessment Go/No-Go readiness summary by Clause Owner and/or Asset Family Owner Executive summary of PG&E's Go/No-Go decision 	<ul style="list-style-type: none"> 05/29/2020 06/19/2020 07/02/2020
Stage 1 (Office) and Stage 2	<ul style="list-style-type: none"> Materials for Electric Asset Excellence team for 	<ul style="list-style-type: none"> 10/02/2020 and



(Field) Assessments	<p>preparing for Stage 1 and 2 Assessments</p> <ul style="list-style-type: none">• Stage 1 and 2 Assessment summary by Clause Owner and/or Asset Family Owner• Executive summary of PG&E Stage 1 and 2 Assessments	<p>12/18/2020*</p> <ul style="list-style-type: none">• 10/02/2020 and 12/18/2020*• 10/02/2020 and 12/18/2020* <p><i>*Based on Stage 1 & 2 decision timing</i></p>
Leadership Engagement and Change Management		
Leadership Engagement and Change Management	<ul style="list-style-type: none">• Stakeholder impact assessment• Electric Operations leadership engagement materials• Change management Office and Field workshop materials• Change campaign materials• Summary of change and performance metrics	<ul style="list-style-type: none">• 05/01/2020• Monthly• Per meeting*• Per meeting*• 07/02/2020 <p><i>*Based on meeting cadence (TBD)</i></p>

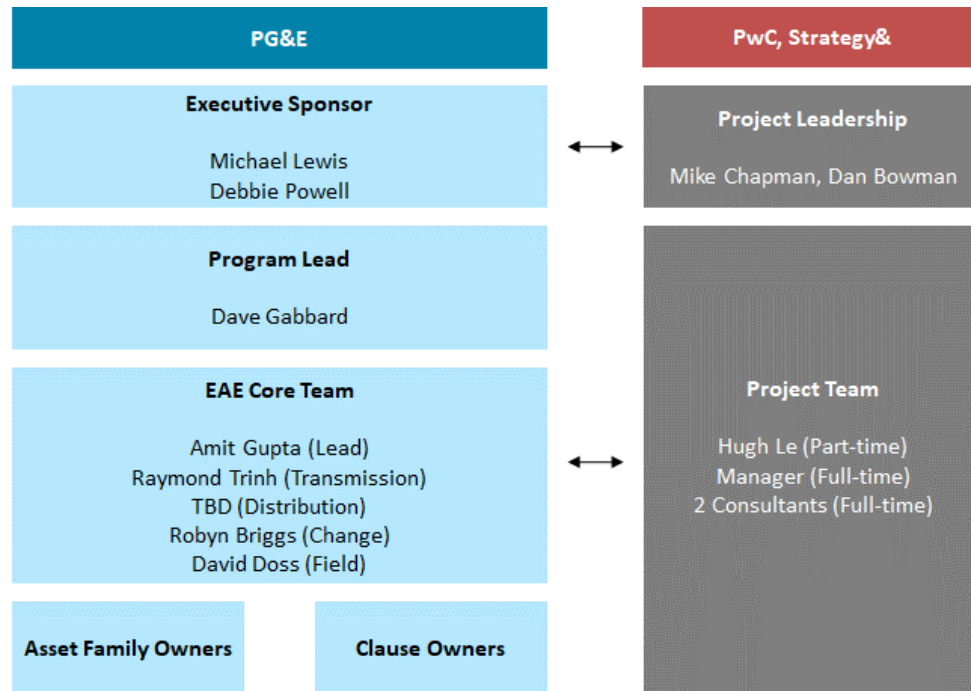
Deliverables will be prepared at the direction of PG&E and are intended to be treated solely as PG&E-owned, and will not be represented as having been prepared by PwC. In addition to Deliverables, PwC may develop software or electronic materials (including spreadsheets, documents, databases and other tools) to assist with the engagement. If these are made available to PG&E they are provided "as-is."

Key Assumptions

- For estimates and data pertaining to data associated with the scope of work, PwC shall rely on information provided by PG&E
- PG&E will provide timely access to the Electric Operations and other LOB leadership and stakeholders on an as-needed basis
- Any scope changes to Deliverables shall be discussed and prioritized with the designated PG&E Work Supervisor lead as needed. PwC shall not be obligated to add to, modify, or otherwise change this Statement of Work unless such Scope Changes are mutually agreed to between PwC, PG&E and impacted project parties
- In the event that PG&E proposes a Scope Change, PwC and PG&E, in good faith, shall discuss and document the recommended changes at their earliest opportunity. If such Scope Change is agreed to by PwC, the Parties shall generate and execute a mutually agreed-to SOW Change Order in compliance with PG&E Sourcing policies, forms, and processes. A SOW Change Order shall outline the specific Scope Changes, including cost and scheduling impacts due to the Scope Change

2.3 Proposed Team Structure

The PwC team will work under the direction of Dave Gabbard on this engagement. A team comprised of PwC, Strategy& consultants will execute the work identified. Additional input from PG&E leadership will guide the analyses. The team structure is highlighted in the exhibit below:



The proposed team structure will be evaluated on an ongoing basis and any changes to the Deliverables or scope of support will be mutually agreed upon by the PG&E and PwC teams.

2.4 Timing

The timing of the Services is as follows:

Proposed Project Start Date:	March 30, 2020
Estimated Project Completion Date:	December 31, 2020

2.5 Your Responsibilities

During the term of this project, PwC will work in collaboration and at the direction of the designated PG&E Work Supervisor. The PwC Team will meet with the designated PG&E Work Supervisor as appropriate to discuss status and open issues arising from the Services, PwC's progress reports and/or reports identified as deliverables in this project, PwC's resource utilization and staffing mix, adherence (or changes) to deliverables and project plan, as well as any requests for scope changes. PG&E shall also provide executive sponsor input and oversight as requested by the PG&E Work Supervisor with input from the PwC Team.

PwC's role is advisory only. Client is responsible for all management functions and decisions relating to the PwC Services, including evaluating and accepting the adequacy of the scope of the PwC Services in addressing your needs. Client also is responsible for the results achieved from using the PwC Services or any related deliverables.



III FEES, EXPENSES AND PAYMENT

Professional Fees, Expenses and Payment Terms:

- PwC's labor fees for this project are based agreed upon MSA terms with PG&E and estimated on the time required by professionals to complete the engagement. Individual hourly rates vary according to the experience and skill required
- Estimated professional fees requested for the scope of work described above amounts to approximately \$1,800,000
- PwC will also bill PG&E for reasonable out-of-pocket expenses not to exceed ten percent (10%) of labor fees estimated
- Total estimated fees and expenses for the scope of work described above amounts to a total not to exceed of \$1,980,000
- Our project plan contemplates regular dialog with senior leadership to align on key points and timely consideration of new issues or opportunities as they arise
- Any additional work outside of the scope outlined within this SOW will be agreed separately and performed at mutually agreed upon rates, via the standard Change Order Process which shall not be authorized without the prior written approval of PG&E and PwC

Go/No-Go Milestone Evaluation:

- PG&E Work Supervisor and PwC Work Supervisor and Team Lead will discuss the continuation of the project engagement upon completion of PG&E's Go/No-Go decision on ISO/PAS certification (estimated end of May 2020)
- If PG&E Work Supervisor decides to no longer retain professional services from PwC, the project will conclude and PwC will provide deliverables "as is" to PG&E, and PG&E will compensate PwC on a prorated amount (e.g., days worked vs. total estimated days) for the time worked to the engagement
- PwC will also provide a summary of the deliverables so that artifact and knowledge transfer resides with a PG&E-designated owner. PwC will also schedule knowledge transfer meetings with PG&E-designated owners to transition work to PG&E (pending PG&E owner availability)
- If PG&E Work Supervisor decides to continue the scope of services from PwC, the project will continue as planned

Other Terms:

- PG&E shall indemnify and hold Contractor harmless from and against any and all third party claims, losses, liability and damages arising from or relating to the Service or Deliverables under this SOW, except to the extent finally determined to have resulted from Contractor's gross negligence or intentional misconduct relating to such Services and/or Deliverables
- PG&E will be solely responsible for any and all communications required with PG&E's federal and state regulators and/or independent monitor(s) relating to these Services and Deliverables. Contractor is not being engaged to interact or meet with third parties, including but not limited to PG&E's regulators and/or independent monitor(s)
- If Contractor is requested or authorized by PG&E or required by government regulation, regulatory agency, subpoena, or other legal process to produce Contractor's Deliverables, working papers or personnel for testimony or interview with respect to Services Contractor performed for PG&E, PG&E



will reimburse Contractor for Contractor's and its counsels' expenses and professional time incurred in responding to such a request

PG&E and Consultant Work Supervisor Name, Number, and Email Address

PG&E Work Supervisor:

Dave Gabbard, Senior Director Transmission & Substation Project Delivery and Engineering

Phone: 415.973.8996

Email: DPG8@pge.com

Consultant Work Supervisor:

Mike Chapman, Partner

Phone: 517.414.6392

Email: michael.w.chapman@pwc.com

Consultant Team Lead:

Hugh Le, Director

Phone: 720.284.2854

Email: hugh.le@pwc.com

Work Location(s)

This project will be conducted primarily out of PG&E's Corporate Headquarters in San Francisco, CA. Work will be coordinated through the PG&E work supervisor or designees.

Other Items

This agreement shall be governed by **Master Services Agreement 4400011341** between PwC and PG&E. PwC is owned by professionals who hold CPA licenses as well as by professionals who are not licensed CPAs. Depending on the nature of the services we provide, non-CPA owners may be involved in providing services to you now or in the future.

At the onset of this project, PwC will prepare a project schedule and work breakdown. This schedule will include all PwC project management activities, deliverables, and key interdependencies. The schedule and deliverables will be subject to the specification and approval of the PG&E Work Supervisor.

We are not providing legal advice or legal opinions in this engagement. You should obtain such advice or opinions from your attorneys.



Each of the parties has caused this Agreement to be executed on its behalf by its duly authorized representative as of the date first above written.

PricewaterhouseCoopers LLP

By:

A handwritten signature in black ink, appearing to read 'Mike Chapman', is written over a horizontal line.

Name/Title:

Mike Chapman / Partner

Date:

April 17, 2020

Pacific Gas & Electric Company

By:

A handwritten signature in black ink, appearing to read 'David Gabbard', is written over a horizontal line.

Name/Title:

David Gabbard, Sr. Director

Date:

April 22, 2020